

FORM 5

Particulars to be included in a contract for the sale of a second hand vehicle by a dealer *Second-hand Vehicle Dealers Act 1995*

Name in which Dealer is licenced _____

Dealer Reference or Stock No: _____

Business Address _____

Make	Model	Body Type	Colour Body: Trim :	Engine No		
Year of manufacture	Year of 1st registration	Registration No	Expiry Date	VIN		
DETAILS OF PURCHASE		\$	c	METHOD OF PAYMENT	\$	c
Cash price				Deposit		
Additional options, accessories etc*				Trade-in allowance*		
Total price of vehicle				Less pay-out* (name of financier)		
Registration (Number of months)				Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)		
3rd Party compulsory insurance				Equity (Deficiency)		
Stamp duty and/or Transfer fee				Less refund to purchaser		
Dealer to arrange above YES / NO				Net equity (or deficiency)		
If Yes - Dealer Handling Fee				Total deposit and trade-in		
<i>The dealer may charge— if the vehicle is required to be presented for inspection at a recognised inspection facility—a maximum of \$385; or in any other case—a maximum of \$100.</i>				Payable on Delivery(Amount payable on delivery includes amount to be financed where applicable)		
Vehicle insurance: [company]				TOTAL PAYMENT		
Other (give full details including other parties to whom payment must be made)				*TRADE-IN DETAILS		
				Make:	Model	
				Body Type	Colour Body	
					Trim	
				Yr of manufacture:	Yr of 1st registration:	
TOTAL PAYABLE				Registration no:	Expiry date:	
Options/accessories/ additional work included in this amount				Engine No:	Odometer (Kms)	
TOTAL				Payout to:		
				Account No:	Valid Until:	

Purchaser's Name: _____ Date of Birth: _____
 Address: _____
 Phone: _____ / _____
 Email: _____ Drivers Licence No: _____

OWNERSHIP & ODOMETER DECLARATION
 I declare that (a) the trade-in is my own unencumbered property except as otherwise stated above; and (b) the odometer reading as stated above is, at the time of the sale, true and correct to the best of my knowledge and belief.
 Signature of Purchaser Settlement Date.....

* Address to which vehicle is to be delivered for repair of defects under *Second-hand vehicle Dealers Act 1995*
 REPAIRER'S NAME
 ADDRESS

* The vehicle may be delivered to any of the following registered premises of the Dealer for repair:

COOLING OFF RIGHTS - *This contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995* expiring on [insert date and time when period is to expire]
 The Purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (**the cooling-off period**), by giving the dealer written notice that he or she does not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.) If the contract is rescinded by the Purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The Purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.
 *This contract is not subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*. A Purchaser who wishes to be bound by the contract may waive his or her right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.
 I acknowledge that, before the signing of the contract for the purchase of the vehicle, I was informed of/I did not request* the name and address of— (a) the last owner of the vehicle (who was not a dealer)*; (b) the person who leased the vehicle from the last owner of the vehicle (who was not a dealer) under a vehicle leasing agreement*.
 Signature of Purchaser: _____
 Any purported exclusion, limitation, modification or waiver of your rights under the Act is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with the *Second-hand Vehicle Dealers Regulations 2010*. **In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law that cannot be excluded.**

Signature of Purchaser _____ Date _____ Dealer's Signature _____ Date _____

* Strike out whichever does not apply.

CONDITIONS OF CONTRACT [©]

1. DEFINITIONS

“vehicle” means the vehicle to be sold under this contract, including any options, accessories or additional work described on the front of this contract.

“trade-in” means any goods to be traded-in under this contract, as described on the front of this contract.

“registration service” means the costs associated with the Dealer organising registration of an unregistered vehicle for the benefit of the Purchaser.

2. PAYMENT AND DELIVERY

- (1) The amount referred to as being payable on delivery of the vehicle shall be paid when the Purchaser is notified by the dealer that the vehicle is ready for delivery.
- (2) The Purchaser shall not be entitled to take delivery of the vehicle until all amounts due to the dealer under this contract have been paid and any trade-in has been delivered to the dealer.
- (3) The Purchaser shall take delivery of the vehicle from the dealer’s address as stated on the front of this contract.

3. CONTRACT CONDITIONS & GST

The abbreviation GST means the Goods and Services Tax.

Prices shown and references to price, amounts, allowances, refund, cost, trade-in allowance, payout and other like words made within this contract are inclusive of the Goods and Services Tax unless amounts are specifically exempted by legislation.

4. TITLE

The Purchaser agrees that the property in the goods does not pass to the Purchaser until the price of such goods, is paid in full to the seller. The Purchaser acknowledges that they hold the goods as bailee of the seller until payment is made for the goods supplied by the seller to the Purchaser. Such goods are held at the risk of the Purchaser. The Purchaser is obliged to store the goods so that they are clearly identifiable as the property of the seller.

5. TRADE-IN

- (1) When the trade-in is delivered to the dealer who shall inspect it and if it is not in substantially the same condition as at the date of this contract, the dealer may propose a reduction of the amount of the trade-in allowance.
- (2) If the Purchaser agrees to the reduction proposed by the dealer and a note recording that agreement is signed by the dealer and the Purchaser, then the amount of the reduction shall be added to the amount payable on delivery.
- (3) If no such agreement is reached and recorded, then the Purchaser may cancel this contract and may recover from the dealer all monies paid to the dealer other than monies that the dealer has paid to a third party in relation to registration or insurance.
- (4) The amount of the trade-in allowance may not be varied after the Purchaser has taken delivery of the vehicle.

6. AGE OF PURCHASER

Purchaser and dealer agree that the front and back of this contract correctly record the particulars and conditions relating to the sale of the second-hand vehicle described above. Purchaser certifies to being at least 18 years of age and to having received a copy of this contract.

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DEALER USE ONLY	Registration/transfer completed:			Trade-in		Sale		Deposit receipt No.	
	Dealers book No./stock No.							Sale finance from:	
Date of delivery:							Trade-in finance paid out:		
							Rego Papers to Client Yes <input type="checkbox"/> No <input type="checkbox"/>		MTA [©]